

AGREEMENT

This Agreement is made this 18th day of May, 1982, by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware, hereinafter referred to as "The County" and the TOWN OF MIDDLETOWN, an incorporated municipality of the State of Delaware, hereinafter referred to as "The Town."

WHEREAS, The County constructed a regional sewer system to serve the Middletown-Odessa-Townsend area; and

WHEREAS, The County and The Town entered into an agreement "The Agreement" dated August 2, 1976 regarding The Town's participation in that regional sewer system; and

WHEREAS, The County and The Town now desire to modify The Agreement in order to make those changes set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. Paragraph 4 of The Agreement is deleted and a new Paragraph 4 shall read as follows:

The County shall read the meter on the first day of each and every month during the term of this Agreement, unless said falls on a Saturday, Sunday, or a holiday, in which event the meter shall be read on the next succeeding day which is not a Saturday, Sunday or holiday. In addition to reading the meter, The County shall also sample the effluent for strength characteristics. The average strength characteristic shall be based on analysis of seven consecutive 24-hour composite samples collected during each calendar quarter. All charts and daily records in connection with The County's meter readings and samplings shall be made available to The Town for examination at any and all reasonable times.

2. Paragraphs 5 and 6 of The Agreement are hereby deleted and new paragraphs shall be added to read as follows:

C

C

5. The meter and connection shall be of adequate size to handle the present and anticipated flows from The Town.

6. The Town agrees to formulate and enforce all rules and regulations deemed necessary by The County, state and/or federal governments and to take whatever steps needed to ensure that the quality of the sanitary sewage and industrial waste discharge into the sewer system will meet the requirements of the current or amended wastewater discharge regulations of The County and the Pretreatment Regulations as presently issued, or as amended, pursuant to the Clean Water Act.

3. Paragraph 11 is deleted and a new paragraph 11 shall be added to read as follows:

In consideration of The County's preinvestment in the regional facility, all users connecting to The Town's sewer system after The Town is connected to the regional system and flow is being transmitted and recorded shall pay a special connection charge to The County. This special connection charge shall be \$400.00 per single-family residence, excluding single-family dwellings constructed for his use by the owner and \$100.00 per 100 gallons estimated daily flow from all other users. This special connection charge shall be collected by The County upon issuance of a plumbing permit and The Town shall not issue a sewer connection permit unless proof of payment to The County of the special connection fee is provided.

4. A new paragraph 14 shall be added to read as follows:

The Town agrees to review with The County any new or proposed discharges from any industry in The Town and grants to The County the right to sample ~~of~~ wastewater flows from industries located within The Town's boundaries upon prior notification to the Town. C

5. This Agreement is intended to modify and amend The Agreement of August 2, 1976 between The Town and The County. All provisions of The Agreement not in conflict with the amendments and modifications set forth herein shall remain in force and effect.



6. This Agreement and The Agreement of August 2, 1976 shall expire on October 30, 1991. Any desire by either party to extend or renew these Agreements must be given in writing at least 90 days prior to the expiration date.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year aforesaid.

Elizabeth P. Burge  
WITNESS

Charles E. Fico  
MAYOR OF TOWN OF MIDDLETOWN

Sandra Bunitsky  
WITNESS

Richard T. Collins  
RICHARD T. COLLINS  
COUNTY EXECUTIVE

Marlene A. Stewart  
WITNESS

Albert W. Madora  
ALBERT W. MADORA, DIRECTOR  
DEPARTMENT OF PUBLIC WORKS